

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMERICAN HONDA MOTOR CO., INC.,
Plaintiff/Counter-Defendant,
v.
THE COAST DISTRIBUTION SYSTEM,
Defendant/Counter-Claimant.

Case No. C 06-04752 JSW

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things,

1 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
2 responses to discovery in this matter.

3 2.3 “Confidential” Information or Items: information (regardless of how generated,
4 stored or maintained) or tangible things that qualify for protection under standards
5 developed under F.R.Civ.P. 26(c).

6 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely
7 sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would
8 create a substantial risk of serious injury that could not be avoided by less restrictive means,
9 including but not limited to trade secrets and non-public information relating to financial data, price lists,
10 identification of customers, inventories, marketing information, strategic business plans, product
11 development, or pending domestic or foreign patent applications.

12 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
15 Material in this action.

16 2.7 Designating Party: a Party or non-party that designates information or items that it
17 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential —
18 Attorneys’ Eyes Only.”

19 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
20 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

21 2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained
22 to represent or advise a Party in this action.

23 2.10 House Counsel: attorneys who are employees of a Party.

24 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their
25 support staffs).

26 2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to
27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
28 consultant in this action and who is not a past or a current employee of a Party or of a competitor

1 of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party
2 or a competitor of a Party's. This definition includes a professional jury or trial consultant
3 retained in connection with this litigation.

4 2.13 Professional Vendors: persons or entities that provide litigation support services
5 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
6 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected Material
9 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
10 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
11 parties or counsel to or in court or in other settings that might reveal Protected Material.

12 4. DURATION

13 Even after the termination of this litigation, the confidentiality obligations imposed by this
14 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
15 otherwise directs.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
18 or non-party that designates information or items for protection under this Order must take care to
19 limit any such designation to specific material that qualifies under the appropriate standards. A
20 Designating Party must take care to designate for protection only those parts of material,
21 documents, items, or oral or written communications that qualify – so that other portions of the
22 material, documents, items, or communications for which protection is not warranted are not
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that
25 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
26 unnecessarily encumber or retard the case development process, or to impose unnecessary
27 expenses and burdens on other parties), expose the Designating Party to sanctions.

1 If it comes to a Party's or a non-party's attention that information or items that it
2 designated for protection do not qualify for protection at all, or do not qualify for the level of
3 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
4 withdrawing the mistaken designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
6 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
7 material that qualifies for protection under this Order must be clearly so designated before the
8 material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (apart from transcripts of
11 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on each
13 page that contains protected material.

14 A Party or non-party that makes original documents or materials available
15 for inspection need not designate them for protection until after the inspecting Party has indicated
16 which material it would like copied and produced. During the inspection and before the
17 designation, all of the material made available for inspection shall be deemed "HIGHLY
18 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
19 documents it wants copied and produced, the Producing Party must determine which documents,
20 or portions thereof, qualify for protection under this Order, then, before producing the specified
21 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
22 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") on each page that contains
23 Protected Material.

24 Notwithstanding any contrary provision, in regard to American Honda Motor Co.,
25 Inc.'s ("Honda") production drawings, The Coast Distribution System ("Coast") agrees that
26 Honda may redact information relating to tolerances and the identification of materials from such
27 documents. However, if Coast requests unredacted copies, one outside counsel of Coast that has
been approved under this protective order to have access to Honda's confidential information may

1 have access to unredacted documents for comparison analysis. In regard Coast's production
2 drawings, Coast may also opt to redact tolerances and identification of materials, and Honda shall
3 have the same rights of access in regard to Coast's documents.

4 (b) for testimony given in deposition or in other pretrial or trial
5 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the
6 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
7 and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL –
8 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of
9 testimony that is entitled to protection, and when it appears that substantial portions of the
10 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the
11 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to
12 have up to 20 days to identify the specific portions of the testimony as to which protection is
13 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the testimony that
15 are appropriately designated for protection within the 20 days shall be covered by the provisions
16 of this Stipulated Protective Order.

17 Transcript pages containing Protected Material must be separately bound
18 by the court reporter, who must affix on each such page the legend "CONFIDENTIAL" or
19 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or
20 nonparty offering or sponsoring the witness or presenting the testimony.

21 (c) for information produced in some form other than documentary, and for
22 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
23 container or containers in which the information or item is stored the legend "CONFIDENTIAL"
24 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the
25 information or item warrant protection, the Producing Party, to the extent practicable, shall
26 identify the protected portions, specifying whether they qualify as "Confidential" or as "Highly
27 Confidential – Attorneys' Eyes Only."

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys
3 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection
4 under this Order for such material. If material is appropriately designated as “Confidential” or
5 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the
6 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure
7 that the material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
10 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
11 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
12 waive its right to challenge a confidentiality designation by electing not to mount a challenge
13 promptly after the original designation is disclosed.

14 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
15 Party’s confidentiality designation must do so in good faith and must begin the process by
16 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
17 with counsel for the Designating Party. In conferring, the challenging Party must explain the
18 basis for its belief that the confidentiality designation was not proper and must give the
19 Designating Party an opportunity to review the designated material, to reconsider the
20 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
21 designation. A challenging Party may proceed to the next stage of the challenge process only if it
22 has engaged in this meet and confer process first.

23 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
24 designation after considering the justification offered by the Designating Party may file and serve
25 a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
26 that identifies the challenged material and sets forth in detail the basis for the challenge. Each
27 such motion must be accompanied by a competent declaration that affirms that the movant has
28 complied with the meet and confer requirements imposed in the preceding paragraph and that sets

1 forth with specificity the justification for the confidentiality designation that was given by the
2 Designating Party in the meet and confer dialogue.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
5 material in question the level of protection to which it is entitled under the Producing Party's
6 designation.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed
9 or produced by another Party or by a non-party in connection with this case only for prosecuting,
10 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only
11 to the categories of persons and under the conditions described in this Order. When the litigation
12 has been terminated, a Receiving Party must comply with the provisions of section 11, below
13 (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons authorized under
16 this Order.

17 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
19 disclose any information or item designated CONFIDENTIAL only to:

20 (a) the Receiving Party's Outside Counsel of record in this action, as well as
21 employees of said Counsel to whom it is reasonably necessary to disclose the information for this
22 litigation;

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
25 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

26 (c) experts (as defined in this Order) of the Receiving Party (1) to whom disclosure
27 is reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by

1 Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4,
2 below, have been followed;

3 (d) litigation consultants (e.g., graphics vendors, jury consultants, etc.) who have
4 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

5 (e) the Court and its personnel;

6 (f) court reporters, their staffs, and professional vendors to whom disclosure is
7 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by
8 Protective Order" (Exhibit A);

9 (g) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order"
11 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal
12 Protected Material must be separately bound by the court reporter and may not be disclosed to
13 anyone except as permitted under this Stipulated Protective Order.

14 (h) except as may be otherwise ordered by the Court, any person may be examined
15 as a witness at depositions and may testify concerning all CONFIDENTIAL INFORMATION
16 that he or she wrote or received. Without in any way limiting the generality of the foregoing:

17 (i) a present director, officer, and/or employee of a Producing Party
18 may be examined and may testify concerning all documents and information designated as
19 CONFIDENTIAL INFORMATION by the Producing Party;

20 (ii) a former director, officer, agent, consultant and/or employee of a
21 Producing Party may be interviewed, examined and may testify concerning any document or
22 information designated as CONFIDENTIAL INFORMATION by the Producing Party that was
23 written or received by the witness during the course of his or her association with the Producing
24 Party, and where such former director, officer, agent, consultant or employee has signed the
25 "Agreement to Be Bound by Protective Order" (Exhibit A); and

26 (iii) with prior written consent of the Producing Party, non-parties may
27 be interviewed, examined or testify concerning any document or information designated as
28 CONFIDENTIAL INFORMATION by a Producing Party that the Producing Party verifies has

1 been written or received by the non-party as a result of any contact or relationship with the
2 Producing Party, or a representative of such Producing Party, and where such non-parties have
3 signed the "Agreement to Be Bound by Protective Order" (Exhibit A).

4 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

5 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

8 (a) the Receiving Party's Outside Counsel of record in this action, as well as
9 employees of said Counsel to whom it is reasonably necessary to disclose the information for this
10 litigation;

11 (b) House Counsel of a Receiving Party (1) who has no involvement in
12 competitive decision-making or in patent prosecutions involving engines, products containing
13 same, and components thereof, (2) to whom disclosure is reasonably necessary for this litigation,
14 and (3) who has signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

15 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably
16 necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective
17 Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have
18 been followed;

19 (d) litigation consultants (e.g., graphics vendors, jury consultants, etc.) who have
20 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

21 (e) the Court and its personnel;

22 (f) court reporters, their staffs, and professional vendors to whom disclosure is
23 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by
24 Protective Order" (Exhibit A); and

25 (g) except as may be otherwise ordered by the Court, any person may be examined
26 as a witness at depositions and may testify concerning all HIGHLY CONFIDENTIAL –
27 ATTORNEY'S EYES ONLY that he or she wrote or received. Without in any way limiting the
28 generality of the foregoing:

(i) a present director, officer, and/or employee of a Producing Party may be examined and may testify concerning all documents and information designated as HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by the Producing Party;

(ii) a former director, officer, agent, consultant and/or employee of a Producing Party may be interviewed, examined and may testify concerning any document or information designated as HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by the Producing Party that was written or received by the witness during the course of his or her association with the Producing Party, and where such former director, officer, agent, consultant or employee has signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

(iii) with the prior written consent of the Producing Party, non-parties may be interviewed, examined or testify concerning any document or information designated as HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by a Producing Party that the Producing Party verifies has been written or received by the non-party as a result of any contact or relationship with the Producing Party, or a representative of such Producing Party, and where such non-parties have signed the “Agreement to Be Bound by Protective Order” (Exhibit A).

7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1) sets forth the full name of the Expert and the city and state of his or her primary residence, (2) attaches a copy of the Expert’s current resume, (3) identifies the Expert’s current employer(s), (4) identifies each person or entity from whom the Expert has received compensation for work in his or her areas of expertise or to whom the expert has provided professional services at any time during the preceding five years, and (5) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has provided any professional services during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding paragraph may disclose the subject Protected Material to the identified Expert unless, within seven court days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any additional means that might be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration in which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION.

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

1 The Receiving Party also must immediately inform in writing the Party who
2 caused the subpoena or order to issue in the other litigation that some or all the material covered
3 by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party
4 must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action
5 that caused the subpoena or order to issue.

6 The purpose of imposing these duties is to alert the interested parties to the
7 existence of this Protective Order and to afford the Designating Party in this case an opportunity
8 to try to protect its confidentiality interests in the court from which the subpoena or order issued.
9 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
10 of its confidential material – and nothing in these provisions should be construed as authorizing or
11 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

12 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
14 Material to any person or in any circumstance not authorized under this Stipulated Protective
15 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
16 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)
17 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
18 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
19 Be Bound” that is attached hereto as Exhibit A.

20 10. FILING PROTECTED MATERIAL. Without written permission from the
21 Designating Party or a court order secured after appropriate notice to all interested persons, a
22 Party may not file in the public record in this action any Protected Material. A Party that seeks to
23 file under seal any Protected Material must comply with Civil Local Rule 79-5.

24 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
25 Producing Party, within sixty days after the final termination of this action, each Receiving Party
26 must return all Protected Material to the Producing Party. As used in this subdivision, “all
27 Protected Material” includes all copies, abstracts, compilations, summaries or any other form of
28 reproducing or capturing any of the Protected Material. With permission in writing from the

1 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead
2 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must
3 submit a written certification to the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all
5 the Protected Material that was returned or destroyed and that affirms that the Receiving Party has
6 not retained any copies, abstracts, compilations, summaries or other forms of reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
8 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
9 correspondence or attorney work product, even if such materials contain Protected Material. Any
10 such archival copies that contain or constitute Protected Material remain subject to this Protective
11 Order as set forth in Section 4 (DURATION), above.

12. **MISCELLANEOUS**

12.1 **No Waiver of Privilege**. The inadvertent or unintentional disclosure of privileged
13 documents by way of inspection or production of documents (including physical objects) shall not
14 constitute a waiver of the privilege including the attorney-client privilege or work product
15 immunity or any other applicable privilege if, as soon as reasonably possible after the Producing
16 Party becomes aware of any inadvertent or unintentional disclosure, the Producing Party informs
17 the Receiving Party of any such documents as being covered under the attorney-client privilege or
18 work product immunity or any other applicable privilege and requests return of such documents
19 by the receiving party. At the request of the Producing Party, the Receiving Party shall
20 immediately return all copies of such inadvertently produced document(s). Nothing herein shall
21 prevent the Receiving Party from challenging the propriety of the attorney-client privilege or
22 work product immunity or other applicable privilege, but such challenge shall not be based on
23 waiver of privilege for the inadvertent disclosure.

24
25 12.2 **Right to Further Relief**. Nothing in this Order abridges the right of any person to
26 seek its modification by the Court in the future.

27
28 12.3 **Right to Assert Other Objections**. By stipulating to the entry of this Protective
Order no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
2 no Party waives any right to object on any ground to use in evidence of any of the material
3 covered by this Protective Order.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: March 16, 2007

/s/ Behrooz Shariati

6 Attorneys for Plaintiff

7 DATED: March 16, 2007

/s/ Elizabeth A. Tedesco

8 Attorneys for Defendant

9 PURSUANT TO STIPULATION, IT IS SO ORDERED.

10 DATED: March 21, 2007

11 
12 Hon. Jeffrey S. White
13 United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States District Court for
the Northern District of California on [date] in the case of *American Honda Motor Co., Inc. v.*
The Coast Distribution System, Case No. C 06-04752 JSW. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: